

TERMS OF PARTICIPATION AND RELEASE OF LIABILITY
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

As terms for the participation in the Fearproof curriculum and/or related consulting services organized by Jeffrey Covey, herein referred to as “J.R.” of Edmonds, Washington, 98026, I, _____ of

_____,
agree for myself and if applicable) for the members of my family, to the following:

1. **AGREEMENT TO PARTICIPATION.** I understand that participation in the processes outlined within the Fearproof curriculum may include activities which induce emotionally sensitive, uncomfortable, and/or disturbing aspects of my personal history.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that no process of psychological evaluation has been conducted as a precondition of my participation and that I assume full responsibility for the potential duress, or any potential injury to myself and (if applicable) my family members, and further release and discharge “J.R.” for injury, loss or damages arising out of my participation, whether caused by the fault of myself, my family, “J.R.”, or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend “J.R.” against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of the educational tools provided or participation in any groups or communications.
4. **FEES.** I agree to pay for all damages to the facilities of “J.R.” cause by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Washington State law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so

desire. I further agree and acknowledge that “J.R.” has offered to refund any fees I have paid if I choose not to sign this Agreement.

7. ARM’S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm’s length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific Term, language, or provision giving rise to such ambiguity.
8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signed: _____

Print: _____

Date: _____